

PREP

RECORD AND RETURN TO:  
CITIMORTGAGE, INC.  
PAYOFF DEPT., MS 80050  
P.O. Box 9207  
Farmington Hills, MI 48333-9725

P BK 100 PG 118  
STATE MS. - DESOTO CO.

Aug 28 11 03 AM '03 <sup>ps</sup>

BK 100 PG 118  
H.E. DAVIS CH. CLK.

**LIMITED POWER OF ATTORNEY**

*Desoto, MS*

KNOW ALL MEN BY THESE PRESENTS, State Street Bank and Trust Company, a banking corporation organized and existing under the laws of the Commonwealth of Massachusetts and having an office for the conduct of business in Boston, Massachusetts, solely in its capacity as trustee (in such capacity the "Trustee") under various Pooling and Servicing Agreements entered into from time to time between Citicorp Mortgage Securities, Inc. ("CMSI"), as Packager and Servicer and the Trustee (each a "Pooling Agreement") pursuant to which CMSI's REMIC Pass-Through Certificates or Mortgage Pass-Through Certificates are issued and not in its individual corporate capacity, hereby constitutes and appoints Citicorp Mortgage, Inc. ("CMI"), a Delaware corporation, in its capacity as subservicer under Subservicing Agreements entered into from time to time (each a "Subservicing Agreement") between CMSI and CMI, as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonably necessary and appropriate for the tasks described in items (i) through (vii) below relating to certain mortgage loans ("the Loans") owned by the undersigned, as Trustee, serviced by CMSI and subserviced by CMI. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the Notes secured thereby.

- (i) The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,
- (ii) The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,
- (iii) The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,
- (iv) The Modification and/or Partial Release of Security Instruments.
- (v) The Assumption of Security Instruments and the Notes secured thereby,

- (vi) The right to collect, accelerate, initiate suit on and/or foreclose all Loans, and
- (vii) The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

This limited power of attorney has been executed and is effective as of this 7th day of July, 1998 and the same shall continue in full force and effect until the occurrence of any of the following events or until revoked in writing by the undersigned:

- i. the suspension or termination of the subservicer of CMSI as Servicer with respect to the Loans services under all of the Pooling Agreements,
- ii. the transfer of servicing to another subservicer or from CMSI to another Servicer with respect to the Loans serviced under all of the Pooling Agreements,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or CMSI, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, CMSI or any of their creditors.

Notwithstanding the foregoing, the power and authority given to said attorney-in-fact under this Limited Power of Attorney shall be revoked with respect to a particular Pooling Agreement and the Loans subject thereto upon the occurrence of:

- i. the suspension or termination of CMSI as Servicer under such Pooling Agreement or of the attorney-in-fact under the related Subservicing Agreement, or

